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Revenue Tax: \$0.00
Instr# 201300017356
Gaston, NC
Susan S. Lockridge Register of Deed
BK **4703** PG **2438-2442**

5 RECORDING FEE 26.00

drawn by/mail to:
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STATE OF NORTH CAROLINA
COUNTY OF GASTON

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR REFLECTION POINTE**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL
SIGNS**

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR REFLECTION POINTE**

This is an Amendment to the Declaration of Covenants, Conditions and Restrictions for Reflection Pointe which was originally recorded in Book 3843 Page 399 of the Gaston County Register of Deeds (hereinafter referred to as the "Declaration"). Article XII Section 12.1 provides that the Declaration may be amended in accordance with N.C.G.S. 47F-2-117 which requires the affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated. This amendment will become effective upon recording.

WHEREFORE the Declaration is hereby amended as follows:

- Article VI UTILITIES **Section 6.2 Public Water System: No Private Individual Wells** shall hereby be deleted in its entirety and replaced with the following:

Section 6.2 Public Water System: Private Individual Wells. Declarant shall cause to be constructed a water system in order to provide water supplies necessary to serve the Project (the "Water System"). All water mains, pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the utility easements described herein or within the Roadways right-of-way. Upon completion of the Water System and all mains, pipes and equipment and other personal property which are part thereof, Declarant or the Association shall use reasonable good faith efforts to dedicate the Water System to the Town of Belmont or other governmental authority. All Owners are required to connect into the Water System for potable water service. The Water System shall be the sole provider of potable water supply to the Project. On Lots where irrigation from Lake Wylie is not practicable, one well may be drilled for irrigation purposes only. Bored wells do not penetrate the bedrock and are not permitted. Water from a drilled well may not be connected to the potable water supply to the residence. Location of the well head will be subject to approval by the Architectural Control Committee."

- Article XI USE RESTRICTIONS **Section 11.1 Residential Use Only** shall hereby be deleted in its entirety and replaced with the following:

Section 11.1 Residential Use Only. Each Owner shall use his Lot for residential purposes only, and shall not permit his Lot to be used in any unlawful manner. The maximum number of residents for any Lot shall be calculated by multiplying the number of bedrooms contained within the House times two. For purposes of this Section, a person shall be presumed to be a "resident" in the Lot if they occupy the Lot overnight for ten (10) consecutive days or for fourteen (14) days during any sixty (60) day period. Residency in any Lot may otherwise be established by the totality of the circumstances. To the extent permitted by law, any Owner may use his residence as a home office provided such home office use is (a) ancillary to residential use, (b) per local code, no more than one (1) non-resident may work in the home, (c) the non-resident does not park on the street or cause the residents to park on the street by their presence, and (d) does not cause any disturbance of other Owners, residents or Occupants of the Property. In addition, Declarant shall have the right to use any portion of the Property as a sales office, construction office, storage area, model Lot, or similar facility in connection with its development of the Property until the Turnover Date.

Except those to be utilized by Declarant as described herein above, no structure shall be erected, placed, altered, used or permitted to remain on any Lot other than one single-family private House and one private garage for not less than two (2) vehicles and such other accessory structures as are approved in advance in writing by the Architectural Control Committee pursuant to the Guidelines. No Lot and no Improvements may be used for hotel or other transient residential purposes. Subject to the requirements set forth herein and in the Guidelines, fixed piers and floating boat dock facilities incidental to the residential use of Waterfront Lots are expressly permitted of Waterfront Lots upon the condition that they are not rented, leased or otherwise used for remuneration and fully comply with **Section 11.15** below. Furthermore, no boat (including a houseboat), whether existing on a Lot, docked at a Pier or docked at a fixed pier, or floating boat dock appurtenant to any Waterfront Lot in the Project, may at any time be used as a residence."

- Article XI USE RESTRICTIONS **Section 11.6 Fences and Walls** shall hereby be deleted in its entirety and replaced with the following:

Section 11.6 Fences and Walls. In addition to the restrictions contained elsewhere in this Declaration and except as expressly provided below, no fence or wall (including densely planted hedges, rows or similar landscape barriers) (i) shall be erected, placed, maintained or altered on any Lot nearer to any Roadway fronting such Lot than the front building corner of the House constructed on such Lot (unless otherwise approved by the Architectural Control Committee) and (ii) shall not exceed six (6) feet in height, except fences enclosing approved tennis courts may be up to ten (10) feet in height if located at least twenty-five (25) feet from all Lot boundary lines. Exception: The Architectural Control Committee may authorize retaining walls greater than six (6) feet and up to 10 feet, so long as the provisions of Section 11.9 are met. The Architectural Control Committee may not approve walls in every case based on aesthetic considerations within the neighborhood, and, in the case of retaining walls over six feet, certification and job site supervision by a licensed civil engineer will be required. All fences and walls shall be maintained in a structurally sound and attractive manner. No fence or wall shall be erected on any Lot until the Architectural Control Committee has given its prior written approval of the color, size, design, materials and location for such fence or wall. Owners of Lots which abut Lake Access Areas shall not block, impede access over or place or construct any fence or other natural or artificial barricade or impediment over all or any portion of such areas."

- Article XI USE RESTRICTIONS **Section 11.13 Parking and Storage** subsection (d) shall hereby be deleted in its entirety and replaced with the following:

"(d) No recreational vehicles or related equipment, including any boat, houseboat, trailer, motor home or "camper" vehicle may be maintained, stored or kept on any portion of the Property, except in enclosed garages or in an enclosure or common storage area specifically approved for such maintenance or storage by the Architectural Control Committee. Exception: No more frequently than once in a six month period, visiting guests of owners who travel in live-in recreational vehicles, e.g., campers or motor homes, may park that vehicle in the owner's driveway during the visit but not longer than seven (7) days."

- Article XI USE RESTRICTIONS Section 11.13 Parking and Storage subsection (e) shall hereby be deleted in its entirety.

- Article XI USE RESTRICTIONS Section 11.22 Signs shall hereby be deleted in its entirety and replaced with the following:

Section 11.22 Signs. No signs of any kind shall be placed or displayed in the public view on any Lot or on the Common Area without the approval of the Architectural Control Committee. Political signs shall not be permitted on the Property. The provisions of this Section shall not prevent the placement of permanent signs identifying the Project at any entrance to the Project, nor shall it prevent Featured Builders from placing signs to advertise the Property during the construction period. Should any Owner violate the provisions of this Section and fail to cure such violation within ten (10) days after receiving written notice of such failure from the Association, then the Association, acting through its authorized agent or agents, shall have the power and right to enter onto the Lot of such Owner and remove any sign(s) which violate the provisions of this Section without any liability for damages for wrongful entry, trespass or otherwise to any person."

- Article XI USE RESTRICTIONS Section 11.24 Leases shall hereby be deleted in its entirety and replaced with the following:

Section 11.24 Leases. Any lease of a Lot or House thereon shall be in writing, shall provide that the lease and lessee of the Lot shall be subject in all respects to the Declaration, Bylaws and any rules and regulations for the association and that any failure by the tenant to comply with all of the terms of the Declaration shall constitute a default under the lease. No residence may be leased for a period shorter than ninety (90) days. Any Owner leasing his/her property shall provide the lessee with a copy of the Declaration, By-Laws, and rules and regulations affecting the property upon execution of the lease. The lessee shall be bound in all respects by the provisions contained therein. In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area."

The undersigned, being the President of the Reflection Pointe Homeowners Association, Inc., hereby certifies that this amendment is being adopted by the owners in accordance with Article XII Section 12.1 and N.C.G.S. 47F-2-117. This amendment shall become effective upon recording in the Gaston County Register of Deeds Office.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, this the 4 day of November, 2013.

Reflection Pointe Homeowners Association, Inc.

By: Neil M. Brennan

Print Name: NEIL M. BRENNAN

Title: President

STATE OF North Carolina

COUNTY OF Gaston

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that Neil M. Brennan personally appeared before me this day and acknowledged that s/he is the **President of Reflection Pointe Homeowners Association, Inc.**, a North Carolina corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 4 day of November, 2013

Danielle B. McConnel

Print Name: Danielle B. McConnel

My Commission Expires: 4/11/15

